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MEMORANDUM

TO: MR. BRIAN JONES
SENIOR CAMPAIGN FINANCE ANALYST
FEDERAL ELECTION COMMISSION

FROM: NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE

DATE: 9/18/14

SUBJ: C-1

Attached please find a signed Form C-1 for the NRCC's line of credit previously established with Wells Fargo, which reflects a new due date of 8/31/15.

Thank you.

SCHEDULE C-1 (FEC Form 3X)

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

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Supplementary for
information found on
Page 5 of Schedule C

2014 SEP 22 AM

NAME OF COMMITTEE (In Full) National Republican Congressional Committee	FEC IDENTIFICATION NUMBER C 0 0 0 7 5 8 2 0
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LENDING INSTITUTION (LENDER) Full Name Wells Fargo	Amount of Loan 20,000,000.00	Interest Rate (APR) 1.75% +LIBOR
Mailing Address 1753 Pinnacle Drive	Date Incurred or Established 08 / 14 / 2014	Date Due 08 / 31 / 2015
City McLean	State VA	Zip Code 22102

A. Has loan been restructured? ☐ No ☒ Yes If yes, date originally incurred **09 / 30 / 2008**

B. If line of credit, Amount of this Draw: **0.00** Total Outstanding Balance: **0.00**

C. Are other parties secondarily liable for the debt incurred?
☒ No ☐ Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?
☐ No ☒ Yes If yes, specify: **current and future assets**

What is the value of this collateral?
20,000,000.00

Does the lender have a perfected security interest in it? ☐ No ☒ Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? ☒ No ☐ Yes If yes, specify: _____

What is the estimated value?

A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2).

Date account established:
10 / 02 / 2008

Location of account:

Wells Fargo

Address:

1753 Pinnacle Drive

City, State, Zip: **McLean, VA 22102**

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER Typed Name Keith A. Davis Signature <i>Keith A. Davis</i>	DATE 09 / 18 / 2014
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H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

- To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.
- The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
- This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.

AUTHORIZED REPRESENTATIVE Typed Name Douglas H. Cromwell Signature <i>Douglas H. Cromwell</i>	DATE 09 / 18 / 2014
Title Sr. Vice-President	

THIRD MODIFICATION TO PROMISSORY NOTE

THIS THIRD MODIFICATION TO PROMISSORY NOTE (this "Modification") is entered into as of August 14, 2014 by and between NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Borrower is currently indebted to Bank pursuant to the terms and conditions of that certain Revolving Line of Credit Note in the original maximum principal amount of \$20,000,000, executed by Borrower and payable to the order of Bank, dated as of December __, 2011 (as amended, modified, supplemented or restated from time to time, the "Note"), which Note is subject to the terms and conditions of a Credit Agreement between Borrower and Bank dated as of December __, 2011 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement").

WHEREAS, Bank and Borrower have agreed to certain changes in the terms and conditions set forth in the Note, and have agreed to modify the Note to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Note shall be modified as follows:

1. The date on which the outstanding principal balance of the Note shall be due and payable in full is hereby modified to be August 31, 2015.

2. Except as expressly set forth herein, all terms and conditions of the Note remain in full force and effect, without waiver or modification. All terms defined in the Note or the Credit Agreement shall have the same meaning when used in this Modification. This Modification and the Note shall be read together, as one document.

3. Borrower certifies that as of the date of this Modification there exists no Event of Default under the Note, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

[Signatures are on the following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as a sealed instrument as of the day and year first written above.

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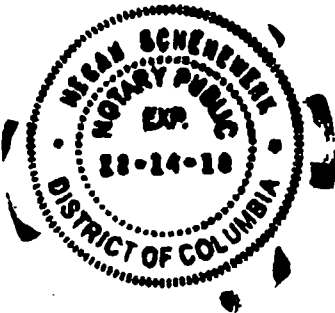
NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE

By: [Signature] (SEAL)
Name: LIESL Hickey
Title: Executive Director

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA

This instrument was acknowledged before me on August 14th, 2014 by LIESL Hickey as Executive Director of National Republican Congressional Committee.

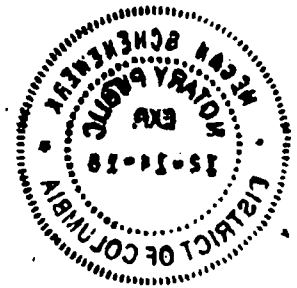


[Signature]
(Signature of notarial officer)
(Seal, if any)


Notary Public, DC.
Title (and Rank)
(My commission expires: 12/14/2018)

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WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Douglas H. Cromwell (SEAL)
Title: SVP

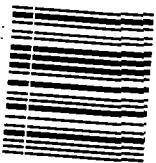
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Mr. Brian Jones
Sr. Campaign Finance Analyst
Federal Election Commission
999 E Street NW
Washington, DC 20463

POLITICAL FINANCIAL CONSULTING
228 SOUTH WASHINGTON STREET SUITE 115 ALEXANDRIA, VA 22314

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GUYANA : 1960-1961

(8/2013)